



STATIC AD OPT-IN FORM

Advertiser: \_\_\_\_\_ Brand/Product: \_\_\_\_\_

Advertiser Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Title: \_\_\_\_\_

Adv. Signature: \_\_\_\_\_

\*Signature indicates waiver of competitive separation

Esquire Sales Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Esquire Signature: \_\_\_\_\_

Esquire App Designee Name: \_\_\_\_\_ Signature: \_\_\_\_\_

- Print Advertisers have the option of submitting revised material for optimal screen sizing for the same product category featured in-book/print at no additional cost.
- Advertisers cannot opt-in to newsstand and platform specific issues.
- By initialing you have selected to submit creative for:

Single issue, please indicate issue \_\_\_\_\_

Pickup all assets from \_\_\_\_\_ issue to run in the \_\_\_\_\_ issue(s)

- Materials due on the same date as the published print magazine close date(s)
- All valid text urls that appear on ads will automatically be live wherever supported.

Metadata (Reader Facing Display Name): \_\_\_\_\_ limit to 35 characters including spaces

Metadata is a reader facing display name that is used for ad identification purposes. Hearst will not accept slogans or any promotional copy etc.

\*Positioning Note: The order of ads will remain but print competitive separation & positioning guideline guarantees will NOT apply in the tablet editions

\*Digital Editions are scheduled to go live up to a week before the print on-sale issue.

**SPECIFICATIONS FOR EFT EDITION ADS**

**FULL PAGE STATIC AD FORMAT:**

- Portrait-orientation only PDF x1A-compliant to a size of 5.82"W x 7.76"H with a "live area" of 4.82" x 7.76" (to repurpose for 16:9-ratio Android devices, .5" will be cropped from both sides of the creative.)
- Minimum ppi of 300.
- CMYK color space preferred.

Please upload your static ad to our ad portal at ads.hearst.com. Once logged in, you will be asked if you are uploading a print or tablet ad. Select tablet and you will be directed to the proper location.

\*All ads placed in any HEARST enhanced digital editions are subject to the terms & conditions on the reverse side.

## TERMS AND CONDITIONS for Enhanced Digital Edition

Neither Hearst Magazine Digital, a division of Hearst Communications, Inc. will be bound by any condition appearing on order blanks or copy instructions submitted by or on behalf of the Advertiser when such condition conflicts with any provision contained in Hearst Magazine Digital's rate card or with its policies, regardless of whether or not set forth in the rate card.

1. All agencies or direct advertisers must supply Hearst Magazine Digital with a legal street address and not just a post office box.

2. Ad Position. Orders specifying positions other than those known as designated positions are accepted only on a request basis, subject to the right of Hearst Magazine Digital to determine actual positions. All Ad Materials will run in the same rotation at the Hearst Magazine Digital's print advertisements and there will be no adjacency guarantees or competitive separation.

3. Ad Materials; Late Creative. Artwork, copy, other content, active URL s and other components of the advertisement (collectively, "Ad Materials") must comply with the specifications indicated on the reverse side of this form and Hearst Magazines' advertising policies (collectively, the "Specifications"), as updated from time-to-time in Hearst Magazine Digital's discretion. Any Ad Materials which do not conform with the Specifications will be returned to the Advertiser for correction. Advertiser may request that Hearst Magazine Digital re-format the Ad Materials to be in compliance with the Specifications and Advertiser will be charged at Hearst Magazine Digital's then applicable rate for time and materials for undertaking such work. If Advertiser is advertising in the print edition of a Hearst magazine, Advertiser may only submit the same Ad Materials used for the specific magazine's print edition. Ad Materials must be received at least five (5) business days prior to the scheduled start date or within the timeframe otherwise communicated by Hearst Magazine Digital. All Ad Materials are subject to Hearst Magazine Digital's approval, which may be denied for any reason in Hearst Magazine Digital's sole discretion. Hearst Magazine Digital reserves the right, at any time and for any reason in its discretion, to cancel or cease publication of any Ad Materials, space reservation, or position commitment, without any liability.

4. Creation of Ad Materials by Hearst Magazine Digital. Upon request, Hearst Magazine Digital will create Ad Materials for the fee specified in the applicable Insertion Order and in accordance with Advertiser's instructions.

5. Interactive Options for Enhanced Digital Edition. If Advertiser has opted in to any of the interactive options by checking the applicable box(es) on the reverse side of this form, Advertiser agrees that it shall pay Hearst Magazine Digital the additional fee(s) indicated for those interactive elements it wishes to be incorporated in the enhanced digital edition, i.e. hot spots, tappable content, video, minor animations, photo galleries, rotation or accelerometer.

6. Payment Terms; Taxes. If Hearst Magazine Digital approves credit, Advertiser will be invoiced promptly at the end of each month for amounts set forth on the Insertion Order and payment shall be made to Hearst Magazine Digital within thirty (30) days from the date of invoice ("Due Date"). If Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by Hearst Magazine Digital in collecting such amounts. Hearst Magazine Digital reserves the right to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment. Fees on the Insertion Orders are exclusive of all taxes. Advertiser shall be responsible for payment of all taxes, duties and similar charges assessed in connection with the services to be provided or on any payments made by Advertiser hereunder, excluding taxes on Hearst Magazine Digital's net income. If agency is the signing party placing an Insertion Order for the benefit of its client, then agency is responsible for all payments

hereunder regardless of whether it has received payment from its client. However, Hearst Magazine Digital reserves the right to hold agency and Advertiser jointly and severally liable for all payments. No fees payable hereunder may be reduced as a result of any claim, rebate, makegood or other claim of set-off that Advertiser may have or claim to have as a result of an insertion of print advertising in any magazines published by Hearst Communications, Inc. or its affiliates.

7. Warranties; Indemnity. Advertiser hereby represents and warrants to Hearst Magazine Digital that Advertiser has the right to publish the Ad Materials in the form delivered and manner published without infringing or violating the rights of any third party or violation of any law, rule or regulation. This representation and warranty also applies to Ad Materials created by Hearst Magazine Digital. Advertiser agrees, at its own expense, to indemnify, defend and hold harmless Hearst Magazine Digital, its parent companies, employees, officers, directors, representatives, agents and affiliates, against any costs) arising out of or related to (a) the publication of any advertisement hereunder, (b) the Ad Materials or any matter or thing contained in any advertisement, and/or (c) any material of Advertiser to which users can link through any advertisement (including but not limited to, claims of trademark or copyright infringement, libel, defamation, breach of confidentiality, privacy or data protection violation, false, deceptive or misleading advertising or sales practices). HEARST MAGAZINE DIGITAL MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ITS WEB SITES OR SERVICES TO BE DELIVERED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED ON AN AS IS BASIS WITHOUT GUARANTEE.

8. Limitation of Liability. HEARST MAGAZINE DIGITAL SHALL NOT BE LIABLE TO THE ADVERTISER, ITS AGENCY OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY INSERTION ORDER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT HEARST MAGAZINE DIGITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HEARST MAGAZINE DIGITAL'S LIABILITY UNDER OR IN RELATION TO THESE TERMS OR ANY INSERTION ORDER EXCEED THE FEES ACTUALLY PAID TO HEARST MAGAZINE DIGITAL FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

9. Miscellaneous. Hearst Magazine Digital shall not be liable to Advertiser for delay or default in the performance of or completion of Services under the Insertion Order or these Terms, if caused by conditions beyond its control, including but not limited to, any act of God, governmental authority, or war, terrorist act, riot, labor stoppage or slowdown, fire, flood, severe weather, earthquake, accident, telecommunications or network failures, failure of the Internet, or electrical outages. These Terms, together with the Insertion Order, shall be governed and construed in accordance with the laws of the state of New York, without regard to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in New York, New York with respect to any legal proceeding arising out of the Insertion Order or Terms, waiving all defenses with respect to jurisdiction, forum and venue. These Terms and the Insertion Order are the complete and exclusive agreement between the parties with respect to the

subject matter and supersede any prior or contemporaneous agreements, negotiations and communications, whether written or oral, between the parties regarding such subject matter. These Terms and Insertion Order may only be modified, or any rights under it waived, by a written document executed by both parties. Hearst Magazine Digital will not be bound by any terms or conditions, printed or otherwise, appearing on any purchase order, copy instructions, contract or other documents submitted by Advertiser or its Agency, or expressed orally. To the extent of any conflict, these Terms shall prevail

over the Insertion Order. These Terms and the Insertion Order are specifically between and for the benefit of Hearst Magazine Digital and Advertiser, and no other person or entity whatsoever (including without limitation, Advertiser's agency) shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of these Terms or the Insertion Order as a third party beneficiary or otherwise. All obligations and liabilities which by their nature are intended to survive shall survive termination or expiration of these Terms and the Insertion Order for any reason. If the Insertion Order is signed by an Agency, the Agency represents and warrants that it has full authority to bind Advertiser and to enter this Agreement on its behalf.